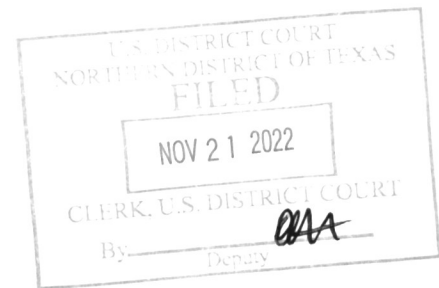


**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF TEXAS**  
**DALLAS DIVISION**

:TIANIKWA :HAYWOOD	§	Civil Action
AND	§	No. 22-CV-2174-C
:PAUL-DOUGLAS :CELESTINE	§	
OWNERS	§	
TEXAS REALATOR,	§	
CEO OR OWNER	§	
MACKIE, WOLF, ZIENTZ	§	
MAN; P.C. LAW FIRM;	§	
STANFORD & KURLAND	§	
OWNER OF PENNYMAC	§	
LOAN SERVICES, LLC;	§	
SONYA LUECHAUSER	§	
CEO & PRESIDENT	§	
DHI-MORTGAGE	§	
COMPANY LTD.;	§	
TIM NICHOLSON	§	
VICE PRESIDENT	§	
PENNYMACLOAN;	§	
SANDRA NASEEF	§	
DHS TITLE CO.;	§	
JOHN DOE; JANE DOE	§	



---

**PLAINTIFF'S OBJECTION AND ANSWER TO THE DEFENDANTS DHI MORTGAGE COMPANY'S AND DHI TITLES MOTION TO DISMISS**

---

**COMES NOW**, :Tianikwa :Haywood and :Paul-Douglas :Celestine, Pro-Se state that the above Defendant committed fraud by contract in that under the Law of Contract used word in

their contract that had double means thus committing fraud by the grammar which violated TITLE 18 U.S.C. §1001 knowingly and willfully. The Defendant committed fraud by the fraudulent statement by grammar in their contract that falsehood and deceptive trade practice all with the same goal to further the conspiracy (R.I.C.O) of each corporation to steal the Plaintiff's land. Thus, the Plaintiff has stated such a claim. Both Plaintiffs Tianikwa :Haywood and :Paul-Douglas :Celestine investigated the alleged contract each word was checked under C-S-S-C-P-S-G, Correct Sentence Structure Communication Parse Syntax Grammar, by the Defendant's contract there was a misrepresentation of an agreement and violated the Due Process clause of the United States Constitution. [U.S.C.A. Const. 5<sup>th</sup> and 14<sup>th</sup> Amend]. Before the Plaintiffs move forward the invoking of Maritime Law and Federal Law.

Now the Defendants each committed common law fraud. The loan contract application is void by the boxing and framing. Thus, the Penny Mac Loan is void and the Plaintiff by those facts owes no one and all the monies need to be returned immediately. 42 U.S.C. §1986 the Plaintiffs are whistleblowing on Penny Mac Loan Company for fraud, thus all of Penny Mac Loan Company's applications are void as a matter of law.

The Plaintiff has stated several claims, thus F.R.C.P. 12(b)(6) do not apply. The fictitious conveyance of language with the grammar is about 50 years old. The law is not new. The Supreme Court of the United States of America recognizes or identifies with the knowledge. Counsel must study, meaning the Defendant's counsel. For 8,500 years has harvested human beings with adverb-grammar.

The whole system and structure of language or languages in general usually takes as consisting of syntax and morphology including infectious and sometimes phonology and semantics. The grammar is constitutionally incorrect [U.S.C.A. Const. 14<sup>th</sup> Amend] in that the

contract or judgment violated TITLE 18 U.S.C. §1001. The Due Process of Law requires the Defendants to produce the Correct Sentence Structure Communication Parse Syntax Grammar of the document or contract requested as discovery and will be a level II discovery. Under the notice of fraud on the court by the Defendants conduct under the Law of Contract has attempted to commit theft against the Plaintiffs Tianikwa :Haywood and :Paul-Douglas :Celestine with failure to give notice by the fraudulent document or contract which was not a mistake because the document as engineered and is a violation of law. [Tex. Rev. Civ. Stat. Ann..1-10, 1-19, 1-29] [U.S. Const. amend. 4<sup>th</sup>, 5<sup>th</sup>, & 14<sup>th</sup>].

The United States Supreme Court has allowed the use of C.S.S.C.P.S.G. in Supreme Court debates grammar syntax. Case Law: 1. [Facebook Inc v. Duguid] No. 19-511 (Dec. 8<sup>th</sup>, 2020). 2. [People v. Crabtree] 2002 C.O.A. 73 (Colo. App. 2022). Both truth and facts shall come before the court. [Under Maritime].

Under Maritime Law and Now Time, there is no fiction by its authority. [U.S. Const. Amend. 5<sup>th</sup>, & 14<sup>th</sup>]. The Plaintiff has rights protected under Maritime Law that cannot be infringed or encroached upon by a violation of law. The Plaintiff has performed the Correct Sentence Structure Communication Parse Syntax Grammar on the contract thus the document is no contract. The United States District Court has proper jurisdiction by the fraud, violation of Due Process of Law and The Civil Rights Act of 1964: Equality by the conduct of the Defendants.

### **PRAYER**

The Plaintiff now invokes Maritime Law where Now Time of facts and truth can enter this Honorable Court. The Plaintiff has shown harm in which Tianikwa :Haywood and :Paul-

Douglas :Celestine may receive legal redress. The Plaintiff humbly prays that the Honorable Judge deny the Defendants' Motion to dismiss. Thank you!

Respectfully Submitted,

:Tianikwa :Haywood

:Tianikwa :Haywood

Date: 11/11/2022

:Paul-Douglas :Celestine

:Paul-Douglas :Celestine

Date: 11/11/2022

**CERTIFICATE OF SERVICE**

**COURT**

United States District Court

1100 Commerce Street Room 1400

Dallas, TX 75242

**CERTIFICATE OF SERVICE**

No Bull Investments LLC  
PO Box 413  
Waxahachie, TX 75168

Mackie, Wolf, Zientz & Mann P.C.  
Parkway Office Center, Suite 900  
14160 Dallas Parkway  
Dallas, Texas 75254

Pennymac Loan Services, LLC  
P.O. Box 514387  
Los Angeles, CA 90051-43007

DHI-Mortgage Company LTD  
D.R. Horton INC.  
6761 N. Freeway, Suite B  
Fort Worth, TX 76131

Tin Nicholson  
Executive Vice President  
Penny Mac Loan Services, LLC  
Moorpark, CA 92021

Sandra Naseef  
DHI-Title  
6761 N. Freeway, Suite B  
Fort Worth, TX 76131

DAI Mortgage Company LTD  
DHI Title of Texas, LTD  
H.R. Horton Insurance Agency, INC.  
Moorpark, CA 92021

:Tianikwa :Haywood

:Tianikwa :Haywood

Date: 11/11/2022

:Paul-Douglas :Celestine

:Paul-Douglas :Celestine

Date: 11/11/2022



Align top of FedEx Express® shipping label here.

Part # 150297-435 RHD02 EXP 10/23

SHIP DATE: 18NOV22  
ACTWT: 6.15 LB  
CMT: 6955667/5802341  
BILL CREDIT CARD

ORIGIN: 10:CRSA (214) 566-3160  
TIANIKWA EEN HAYWOOD  
3222 BURGUNDY LANE  
MIDLOTHIAN, TX 76065  
UNITED STATES US

TO US FEDERAL DISTRICT COUNTY COU

1100 COMMERCE ST #1452

DALLAS TX 75242

9501 000-0000 0071

FedEx  
Express  
E

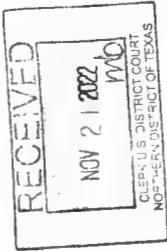


WED - 23 NOV 4:30P  
EXPRESS SAVER

TRK# 3907 9694 8435  
0001

SA KIPA

75242  
TX-UN  
L



NOV 26 9 16:30 A  
KIPA

FedEx

Part # 156297435 HHD02 EXP 10/23

ORIGIN ID:CRSA (214) 566-3180  
 TIANIKWA EON HAYWOOD  
 3222 BURGUNDY LANE  
 FIDELITY, TN 37065  
 UNITED STATES US

SHIP DATE: 18NOV22  
 ACTUAL DATE: 18NOV22  
 CDS: 6555687/35F02341  
 BILL CREDIT CARD

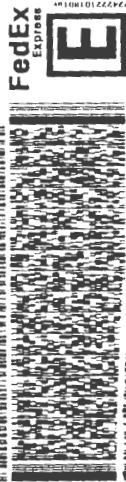
TO US FEDERAL DISTRICT COUNTY COU

1100 COMMERCE ST #1452

DALLAS TX 75242

0000 000-0000 REF:

0000 000-0000 REF:



This envelope is only for FedEx Express® shipme  
 You can help us get your package safely to its des  
 packing your items securely. Need help? Go to fed  
 packing tips.

Check your FedEx Express shipping document for  
 FedEx Service Guide on the conditions of carriage  
 terms, conditions and limits of liability.

© 2020 FedEx 35475/35476 REV 1/20



Please recycle. See how we're connecting the world  
 responsibly and resourceful ways at sustainability.

WED - 23 NOV 2022  
 EXPRESS SAVL

75242  
 TX-US DFW

TRK 3907 9694 8435

SA KIPA

